

# EXHIBIT 1

COMMONWEALTH OF MASSACHUSETTS

NORFOLK, ss.

SUPERIOR COURT  
CIVIL ACTION

NO. 14-117

Elks Building Corporation of Norwood,

DAVID D. AYLES, PROCESS SERVER  
AND DISINTERESTED PERSON  
A TRUE COPY ATTEST  
Plaintiff(s)

v.

Benevolent and Protective Order of, Defendant(s)  
Elks of the United States of America

SUMMONS AND ORDER OF NOTICE

To the above-named Defendant:

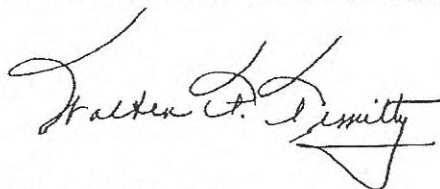
You are hereby summoned and required to serve upon Elizabeth S. Dillon Esq Morris & Oatway PC plaintiff's attorney, whose address is 730 Hancock St Quincy, MA 02170, an answer to the complaint which is herewith served upon you, within 20 days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint. You are also required to file your answer to the complaint in the office of the Clerk of this court at Dedham either before service upon the plaintiff's attorney or within a reasonable time thereafter.

Unless otherwise provided by Rule 13(a), your answer must state as a counterclaim any claim which you may have against the plaintiff which arises out of the transaction or occurrence that is the subject matter of the plaintiff's claim or you will thereafter be barred from making such claim in any other action.

WE ALSO NOTIFY YOU that application has been made in said action, as appears in the complaint, for a preliminary injunction and that a hearing upon such application will be held at the court house

at said Dedham on Tuesday  
the 28th day of January A.D. 20 14, at 2:00pm clock P.M., at which you may appear and show cause why such application should not be granted.

WITNESS, BARBARA J. ROUSE, Esquire, at Dedham  
the 22nd day of January, in the year of our Lord two thousand and fourteen.

 Clerk,

NOTES:

1. This summons is issued pursuant to Rule 4 of the Massachusetts Rules of Civil Procedure.
2. When more than one defendant is involved, the names of all such defendants should appear in the caption. If a separate summons is used for each defendant, each should be addressed to the particular defendant.

## PROOF OF SERVICE OF PROCESS

I hereby certify and return that on \_\_\_\_\_, 20\_\_\_\_\_, I served a copy of the within summons and order of notice, together with a copy of the complaint, in this action, upon the within named defendant, in the following manner (See Mass. R. Civ. P. 4 (d) (1-5):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Dated: \_\_\_\_\_, 20\_\_\_\_\_

**N. B. TO PROCESS SERVER:-**

**PLEASE PLACE DATE YOU MAKE SERVICE ON DEFENDANT IN THIS BOX ON THE ORIGINAL AND ON COPY SERVED ON DEFENDANT.**

\_\_\_\_\_, 20 .

COMMONWEALTH OF MASSACHUSETTS

NORFOLK, ss. SUPERIOR COURT  
CIVIL ACTION

NO.

\_\_\_\_\_, Plaintiff(s)

v.

\_\_\_\_\_, Defendant(s)

SUMMONS

(Mass. R. Civ. P. 4)

AND

ORDER OF NOTICE

ON

APPLICATION FOR PRELIMINARY

INJUNCTION



COMMONWEALTH OF MASSACHUSETTS

NORFOLK, ss.

SUPERIOR COURT  
DOCKET NO.

ELKS BUILDING CORPORATION  
OF NORWOOD

*Plaintiff*

v.

BENEVOLENT AND PROTECTIVE  
ORDER OF ELKS OF THE  
UNITED STATES OF AMERICA, and

*Defendant.*

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**VERIFIED COMPLAINT AND REQUEST FOR INJUNCTIVE RELIEF**

**A. INTRODUCTORY STATEMENT**

In this action, the plaintiff Elks Building Corporation of Norwood ("Building Corporation") seeks a declaratory judgment and an injunction in connection with the defendant Benevolent and Protective Order of the Elks of the United States of America ("BPOE")'s attempts to wrongfully obtain and otherwise interfere with the plaintiff's use and enjoyment of its real property located at 152-158 Winslow Avenue, Norwood, Norfolk County, MA (the "Norwood Property"). The Building Corporation seeks to prevent BPOE from interfering with its lawful control and ownership of such Property, which is currently valued at approximately \$4 million and which it has owned for over 90 years.

**B. PARTIES**

1. Plaintiff Elks Building Corporation of Norwood ("Building Corporation") is a non-profit, charitable organization, incorporated under Massachusetts G.L. c. 180, in 1923. The Building Corporation has a principal office of 152 Winslow Avenue, Norwood, Norfolk County, MA.

2. On information and belief, defendant Benevolent and Protective Order of Elks of the United States of America (“BPOE”) is a 501(c) non-profit corporation with a principal office of 2750 North Lakeview Avenue, Chicago, Cook County, IL.

### **C. FACTS**

#### **Background**

3. The plaintiff Building Corporation is a Massachusetts non-profit corporation in good standing, incorporated under MA G.L. c. 180 on August 11, 1923. [A copy of its most recent annual report is attached as “Exhibit A”].<sup>1</sup>
4. On information and belief, the defendant BPOE is a 501(c) non-profit corporation, and a national fraternal organization.
5. BPOE consists of a national, Grand Lodge, and numerous local, subordinate lodges (“local lodges”).
6. The Norwood Lodge of Elks #1124 (“Norwood Elks”) is one such local lodge.
7. The Norwood Elks currently has approximately six hundred (600) members.
8. Pursuant to the Building Corporation’s by-laws, all members of the Norwood Elks are *ipso facto* members of the Building Corporation.
9. Currently, the Building Corporation is comprised solely of individuals who are also members of the Norwood Elks.
10. Pursuant to BPOE’s internal rules (known as “statutes”), BPOE has the authority to grant charters to local lodges.

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<sup>1</sup> In the 1980s, for a period of time, the corporation failed to file Annual Reports and pay accompanying annual filing fees. This resulted in an administrative dissolution pursuant to M.G.L. c. 180 §26A on November 17, 1986. The corporation filed an Application for Revival and on March 8, 1989, the Secretary of the Commonwealth approved the Application for Revival. The effect is that the corporation was “revived for all purposes including without limitation of time with the same powers, duties and obligations as if the charter had not been revoked.”

11. Pursuant to BPOE's internal rules, BPOE also has the authority to suspend and revoke local lodges' charters.
12. On August 21, 1923, the Building Corporation acquired ownership of the Norwood Property by purchasing it from a George F. James. [A copy of the Deed is attached as Exhibit B"].<sup>2</sup>
13. Title to the Norwood Property has at all times since then been held in the name of the Elks Building Corporation of Norwood.
14. The Norwood Property is registered land.
15. Since being formed and acquiring the Norwood Property, the Building Corporation has paid the real estate taxes and water and sewer bills, sold off a portion of the land, leased a portion of the land to a third party, borrowed money and encumbered the Norwood Property with a mortgage.
16. At all relevant times, the Building Corporation has paid for the maintenance, repair and upkeep of the buildings, land and parking areas located on the Norwood Property.
17. The Norwood Property is presently assessed for over \$1,250,000.
18. From 1923 to the present, the Building Corporation has leased the Norwood Property to the Norwood Elks on a yearly basis. [A copy of the current Commercial Lease is attached as "Exhibit C"].
19. The Norwood Elks pay the Building Corporation an agreed-upon, fixed monthly sum to rent the Norwood Property, which is presently \$5,145.00 per month.
20. At all relevant times, the rent payments have been the Building Corporation's primary source of income.

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<sup>2</sup> The commonly used street address is 152 Winslow Avenue. The Norfolk Registry uses this address. The Norfolk Assessor's office uses 158 Winslow Avenue. The term "Norwood Property" shall be used to refer to the property deeded to Building Corporation in 1923 which is known as 152 or 158 Winslow Avenue, Norwood, MA.



21. The Norwood Elks lease the Norwood Property to, among other things, conduct their meetings, socialize, and plan and host charitable events that benefit the public interest.
22. The Building Corporation permits members of the public to use the Norwood Property without charge, for certain beneficial and charitable purposes, such as Alcoholics Anonymous Meetings, Little League practices and games, to host public school fund-raisers and other activities, and to host fund-raising events for handicapped, disabled, and religious organizations.

23. Defendant BPOE has no ownership interest in the Norwood Property.

24. The defendant BPOE has never had such an interest in the Norwood Property.

BPOE is Engaged in a Systematic Campaign to Wrongfully Commandeer Valuable Property to which it Has No Ownership Interest

25. Upon information and belief, BPOE is engaged in a systematic campaign across the country to wrongfully commandeer property, used by local lodges, to which it has no ownership interest.
26. Upon information and belief, the primary target of this campaign has been highly valuable real property owned or used by BPOE's local lodges.
27. Upon information and belief, BPOE is engaged in a systematic process of revoking the charters of numerous local lodges with valuable real property, in order to wrongfully obtain ownership or control of such property.
28. BPOE has required local lodges to surrender their real and personal property to BPOE upon such charter revocation.
29. BPOE's justification for revoking such charters is spurious.
30. In furtherance of its campaign to wrongfully acquire local lodge property, BPOE has, among other things: (1) changed local lodge locks; (2) locked local lodge gates; (3) seized local

lodge accounts; (4) posted notices and issued executive orders declaring local lodges closed; (5) sanctioned local lodge members; (6) expelled individuals from local lodge membership; (7) removed individuals from local lodge office; 8) seized personal property and other material assets located within local lodges; and (9) sold local lodges' real property.

BPOE has Begun to Take Action to Wrongfully Commandeer the Norwood Property

31. On or about December 2, 2013, the Norwood Elks held a regular meeting.
32. Prior to the meeting, BPOE notified the Norwood Elks that it would be sending a representative Michael Zellen ("Zellen") to the regular meeting. Zellen is the Vice-Chairman of the BPOE Board of Grand Trustees.
33. The Norwood Elks asked BPOE for an agenda for the visit by Zellen.
34. BPOE refused to provide any agenda or any information regarding the nature of the visit.
35. At the meeting, BPOE representative Zellen was present.
36. At the meeting, Zellen took the podium and introduced himself and his title with BPOE. Zellen then stated that the Norwood Lodge of Elks #1124 was in default and not in compliance with Grand Lodge statutes.
37. Zellen stated that unless the Norwood Lodge of Elks #1124 took certain actions, then the Norwood Lodge of Elks #1124 would be placed on probation the next day and that a Grand Lodge Special Representative would be appointed immediately.
38. Among the actions demanded by Zellen, he demanded that the Norwood Lodge of Elks #1124 vote to cause the Building Corporation to amend its Articles of Organization to conform to Section 16.030 of the Grand Lodge Statutes.



39. This Section of the Grand Lodge Statutes provides for BPOE to have control over the conduct of a separate corporation that owns real property or any other facility used by the local lodge membership. [A copy of this section is attached as "Exhibit D"].
40. Upon information and belief, BPOE is most interested in the portion of Section 16.030 that provides that if the separate corporation (such as the Building Corporation) is dissolved, then all property owned, controlled or held by it shall be transferred to BPOE or an entity controlled by BPOE.
41. BPOE demanded that the Building Corporation amend its Articles of Organization to conform to Section 16.030 of the Grand Lodge Statutes because the Building Corporation is not bound by this Section of the Grand Lodge Statutes.<sup>3</sup>
42. The Norwood Lodge of Elks #1124 did not agree to Mr. Zellen's demands.
43. Zellen then emailed a December 4, 2013 letter to Kevin Quinn, the "Exalted Ruler" of the Norwood Lodge of Elks #1124. [A copy of the letter is attached as "Exhibit E"].
44. In the letter, Zellen reiterated his demand that the Building Corporation amend its Articles of Organization to conform to Section 16.030 of the Grand Lodge Statutes and imposed a deadline of January 31, 2014.
45. Such proposed amendment to the Building Corporation's Articles of Organization, if adopted, would cause all Building Corporation property to be transferred to BPOE upon the dissolution of the Building Corporation.
46. In addition, the proposed Amendment, if adopted, would permit only Norwood Elks to become Building Corporation members.

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<sup>3</sup> The provisions of the Grand Lodge statutes (that BPOE now seeks to impose upon the Building Corporation) were not put into effect until many years after 1923, the year that the Building Corporation was formed and acquired title to the Norwood Property.

47. Absent this voluntary amendment by the Building Corporation, BPOE has no control over the Norwood Property.
48. Upon information and belief, BPOE plans to bully Norwood Lodge of Elks #1124 to cause the Building Corporation to adopt the Amendment and then take steps to seize control of the Norwood Property.
49. Upon information and belief, the attempt to take the Norwood Property, is for the purpose of forcing a merger between the Norwood Lodge of Elks #1124 and another local lodge within its District.
50. Upon information and belief, after taking control and merging the Norwood Lodge with another local lodge, BPOE intends to sell the Norwood Property and keep the proceeds from the sale.
51. If BPOE is allowed to take this course and seize and/or sell the Norwood Property, not only will BPOE have appropriated a valuable asset but the loss of this valuable asset will have considerable negative effect on the community and its citizens.
52. On January 21, 2014, the Norwood Lodge of Elks #1124 held a meeting and the Building Corporation held a meeting. The demands of BPOE were put to a vote. The members of the Building Corporation voted not to amend its Articles of Organization.
53. Based on what has transpired in other parts of the country, the Building Corporation believes that BPOE will now take steps to further its campaign to unlawfully appropriate control and ownership of the Norwood Property.

**D. CAUSES OF ACTION**

**COUNT I- DECLARATORY JUDGMENT**

54. The plaintiff realleges and incorporates by reference the relevant allegations above.

55. Plaintiff Building Corporation asks that the Court declare the parties' rights with respect to the Property, including a declaration of the following:

- a. The plaintiff Building Corporation is the lawful record owner of all right, title and interest in the Norwood Property;
- b. The defendant BPOE has no ownership interest in the Norwood Property;
- c. Any attempt by BPOE to receive, hold, conserve, manage, sell, transfer, and/or deliver the Norwood Property is ineffective and invalid;
- d. Any attempt by BPOE to establish an ownership interest in the Norwood Property is ineffective and invalid;
- e. BPOE has no right to assign a trustee to receive, hold, conserve, manage, sell, transfer, and/or deliver the Norwood Property;
- f. BPOE has no right to enter onto the Norwood Property without the express permission of the Building Corporation, or as set forth in the Building Corporation's by-laws;
- g. BPOE has no right to interfere with the Building Corporation's use and enjoyment of the Norwood Property;
- h. Any attempt by the defendant BPOE to try to cause a dissolution of the Building Corporation is ineffective and invalid;
- i. The Building Corporation continues to be in valid legal existence, regardless of whether its members are members of the Norwood Lodge of Elks #1124;
- j. Members of the Building Corporation at the time of any revocation of the Norwood Elks' Charter remain members of the Building Corporation;



- k. Officers of the Building Corporation at the time of any revocation of the Norwood Elks' Charter remain officers of the Building Corporation until new officers are elected pursuant to the Building Corporation's by-laws;
  - l. Directors of the Building Corporation at the time of any revocation of the Norwood Elks' Charter remain directors of the Building Corporation until new directors are elected pursuant to the Building Corporation's by-laws;
  - m. Revocation of the Norwood Elks' Charter will not result in dissolution of the Building Corporation; and
  - n. If the Building Corporation should be dissolved, its property will not be transferred to BPOE unless this is specifically voted and authorized by its members.
56. An actual controversy exists between the parties as the foregoing.
57. Wherefore, the plaintiff demands that the Court enter a Declaratory Judgment, as set forth above.

**COUNT II- INJUNCTIVE RELIEF**

58. The plaintiff realleges and incorporates by reference the relevant allegations above.
59. The plaintiff moves for a Preliminary Injunction that the defendant, its officers, agents, representatives, attorneys, and all others acting on its behalf are restrained and enjoined from:
- a. Taking any action to exercise ownership or control over 152 -- 158 Winslow Avenue, Norwood, Norfolk County, MA (the "Norwood Property");
  - b. Interfering with the plaintiff's use and enjoyment of its Property or the use and enjoyment of the plaintiff's tenants, including Norwood Lodge of Elks #1124;

- c. Changing any locks on any gates and/or doors located on or within the Norwood Property;
- d. Seizing any personal property or other material assets located on or within the Norwood Property;
- e. Preventing any individual from entering the Norwood Property; and
- f. Banning individuals from entry onto the Norwood Property, the buildings thereon, or any part thereof.

**E. PRAYERS FOR RELIEF**

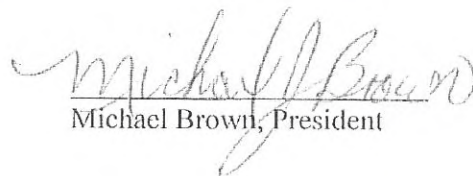
WHEREFORE, the plaintiff prays that this Court enter relief for the plaintiff against the defendant as follows:

- 1. For a Declaratory Judgment pursuant to Count I;
- 2. For a Temporary Restraining Order granting the relief in Count II of this Verified Complaint;
- 3. For a Short order of Notice for a hearing on the Plaintiff's Request for Injunctive Relief in Count II of this Verified Complaint;
- 4. For a Preliminary Injunction granting the relief in Count II of this Verified Complaint;
- 5. For a Permanent Injunction granting the relief in Count II of this Verified Complaint;
- 6. For damages in an amount to be determined; and
- 7. For such other and further relief as this Court deems just and proper.

**F. VERIFICATION**

SIGNED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE SET FORTH BELOW

DATED: 1-22-14

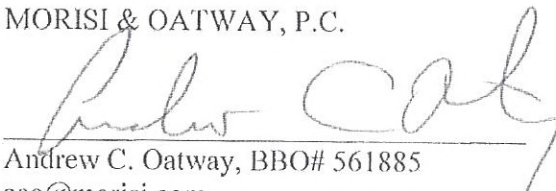
  
Michael Brown, President

ELKS BUILDING  
CORPORATION OF NORWOOD

*By its attorneys,*

MORISI & OATWAY, P.C.

Dated: 1/22/14

  
\_\_\_\_\_  
Andrew C. Oatway, BBO# 561885

aco@morisi.com

Elizabeth S. Dillon, BBO #683540

esd@morisi.com

MORISI & OATWAY, P.C.

730 Hancock Street

Quincy, MA 02170

Tel. 617.479.0400

Fax. 617.479.6885



# **EXHIBIT A**

MA SOC Filing Number: 201353209340 Date: 10/23/2013 9:32:00 AM



**The Commonwealth of Massachusetts**  
**William Francis Galvin**

Minimum Fee: \$15.00

Secretary of the Commonwealth, Corporations Division  
 One Ashburton Place, 17th floor  
 Boston, MA 02108-1512  
 Telephone: (617) 727-9640

**Annual Report**  
 (General Laws, Chapter 180)

Federal Employer Identification Number: 042662873 (must be 9 digits)

Filing for November 1, 2013

In compliance with the requirements of Section 26A of Chapter one hundred and eighty (180) of the General Laws:

1. Exact name of the corporation: ELKS BUILDING CORPORATION OF NORWOOD

2. Location of its principal office:

No. and Street: 152 WINSLOW AVE.  
 City or Town: NORWOOD State: MA Zip: 02062 Country: USA

3. DATE OF THE LAST ANNUAL MEETING: 04/16/2013 (mm/dd/yyyy)  
 (If none leave blank)

4. State the names and street addresses of all officers, including all the directors of the corporation, and the date on which the term of office of each expires:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code	Expiration of Term
PRESIDENT	MICHAEL J BROWN	124 DEAN STREET NORWOOD, MA 02062 USA	03/31/15
TREASURER	PAUL ERKA	54 ANNE ROAD NORWOOD, MA 02062 USA	03/31/16
VICE PRESIDENT	JOHN MILLER	445 WASHINGTON STREET EAST WALPOLE, MA 02032 USA	03/31/14
CLERK	BRIAN W. QUINN	14 ELKS PARKWAY NORWOOD, MA 02062 USA	03/31/15
DIRECTOR	MICHAEL NAUGHTON	20 SUMMIT AVE NORWOOD, MA 02062 USA	03/31/15
DIRECTOR	ED OGINSKI	57 CASEY NORWOOD, MA 02062 USA	03/31/14
DIRECTOR	KEVIN M QUINN	64 ELM STREET NORWOOD, MA 02062 USA	03/31/14
DIRECTOR	FRED BABCOCK	16 COBLEIGH ST WESTWOOD, MA 02090 USA	03/31/16
DIRECTOR	ROBERT A BURKE	10 LUNT AVE QUINCY, MA 02169 USA	03/31/16

5. Check if the corporation is a cemetery corporation that does NOT hold perpetual care funds in trust. If the corporation is a cemetery corporation that holds perpetual care funds in trust, a copy of the written

Instrument establishing the trust and any amendments thereto must be attached, and the annual report must be filed by facsimile, mail or in person. \_\_\_\_\_

I, the undersigned, BRIAN W. QUINN of the above-named business entity, in compliance with the General Laws, Chapter 180, hereby certify that the above information is true and correct as of the dates shown. IN WITNESS WHEREOF AND UNDER PENALTIES OF PERJURY, I hereto sign my name on this 23 Day of October, 2013.

© 2001 - 2013 Commonwealth of Massachusetts  
All Rights Reserved



# **EXHIBIT B**

REGISTERED TITLE - CERT. NO.

Statute Form of 15935

Quitclaim Deed

GEORGE F. JAMES

TO

ELKS BUILDING CORPORATION

ORIGINAL

at 11 o'clock and 30 minutes m.

Received and Entered with

Deeds

Book Page

Attest: FIVE FOR REGISTRATION

No. 168

Register

FROM THE OFFICE OF

FLY GRABILL BUTTRICK & JAMES

33 DEVONSHIRE STREET - BOSTON.

Published by



PERMERTON 7 SQUARE

No. 01734

BOR40

I, GEORGE F. JAMES

of Norwood, Norfolk County, Massachusetts,  
 being unmarried for consideration paid, grant to ELKS BUILDING CORPORATION of Norwood  
 a corporation duly organized by law and having a usual place of  
 business in said Norwood with quitclaim covenants

the land in Norwood, Norfolk County, Massachusetts, bounded and described  
 as follows:

Northwesterly by Winelow Avenue one hundred fifty-four and 70/100 feet;  
 Northeasterly by lands now or formerly of Edward G. Wolf, of Winifred  
 Bartlett and of Clara Wack, two hundred twenty-six and  
 64/100 feet;  
 Northwesterly by said Wack land and by lands now or formerly of Edith  
 Rhodes et al, of Virginia Brooke, of Eugene L. Murphy and of  
 Aaron L. Godwin, four hundred forty-three and 25/100 feet;  
 Northeasterly by land now or formerly of the Norwood Housing Association,  
 Inc. one hundred feet;  
 Northwesterly by said Association land two hundred eighty-one and 83/100  
 feet;  
 Northeasterly by Walnut Avenue forty-five and 82/100 feet;  
 Southeasterly three hundred nineteen and 92/100 feet; and  
 Northeasterly three hundred twenty-six and 37/100 feet by other land now  
 or formerly of said Association;  
 Southeasterly two hundred sixty-three and 12/100 feet; and  
 Easterly two hundred thirty and 12/100 feet by land now or formerly of  
 J. Fred Boyden et al;  
 Southerly by land now or formerly of the Finnish Workingmen's Association  
 Inc., of George O. Peterson and of John Q. Peterson, four  
 hundred twenty-three and 44/100 feet;  
 Easterly by said John Q. Peterson land two hundred forty-nine and 42/100  
 feet;  
 Southerly by Chapel Street forty and 4/100 (40.04) feet;  
 Westerly two hundred forty eight and 52/100 feet;  
 Southerly one hundred eighteen and 89/100 feet by land now or formerly of  
 the Norwood Housing Association, Inc., and  
 Westerly one hundred twenty-five and 47/100 feet; and  
 Southwesterly three hundred and 43/100 feet by land now or formerly  
 of Fred L. Fisher.

All of said boundaries are determined by the Court to be located as shown  
 on a plan drawn by Arthur E. Spencer, Surveyor, George H. Wetherbee, Jr.,  
 Surveyor, dated Feb. 1920, as modified and approved by the Court, filed  
 in the Land Registration Office, a copy of a portion of which will be filed  
 with the original certificate of title issued on this decree and the above  
 described land is shown thereon as lots B, E and F.  
 Said parcels E and F are subject to a right of way for all purposes as  
 appurtenant to the land of Norwood Housing Association, Inc.

This conveyance is made subject to the taxes assessed as of April 1, 1927,  
 being the same premises conveyed to me by BERWICK & SMITH COMPANY by deed  
 dated June 13th, 1927 to be recorded in Norfolk County Land Registration  
 Office.

*Witness of Court  
 Norwood, Mass.*



I, GRACE L. JAMES wife of said grantor  
release to said grantee all rights of dower and homestead and other interests therein.

Witness our hand and seals this 21st day of August 1923

George F. James

Grace L. James

Commonwealth of Massachusetts

Norfolk

ss. August 21st 1923

Then personally appeared the above-named George F. James  
and acknowledged the foregoing instrument to be his free act and deed,

before me,

Dennis M. Kennedy  
Justice of the Peace.

My commission expires

## Transfer Certificate of Title

No. 6768

From Transfer Certificate No. 6767, Originally Registered August 23, 1923, in  
Registration Book 34 Page 167 for the Registry District of Norfolk County.

Who in to Certify that Elks Building Corporation of Norwood, a corporation organized  
and existing under the laws of the Commonwealth of Massachusetts and having its  
usual place of business in  
of Norwood in the County of Norfolk said  
and Commonwealth of Massachusetts

transferred to

is the owner in fee simple

of that certain parcel of land situate in NORWOOD

in the County of Norfolk and said Commonwealth, bounded and described as follows:

Northwesterly by Winslow Avenue one hundred fifty four and 70/100 (164.70) feet;  
Northeasterly by lands now or formerly of Edward G. Wolf, of Winifred Bartlett  
and of Clara Wack, two hundred twenty six and 64/100 (226.64) feet;  
Northwesterly by said Wack land and by lands now or formerly of Edith Rhodes  
et al and of Virginia Brooks, of Eugene L. Murphy and of Aaron L. Goodwin,  
four hundred forty three and 25/100 (443.25) feet;  
Northeasterly by land now or formerly of the Norwood Housing Association, Inc.,  
one hundred (100) feet;  
Northwesterly by said Association land two hundred eighty one and 66/100 (281.66)  
feet;  
Northeasterly by Walnut Avenue forty five and 82/100 (45.82) feet;  
Southeasterly three hundred nineteen and 92/100 (319.92) feet; and  
Northeasterly three hundred twenty six and 67/100 (326.67) feet by other land now  
or formerly of said Association;  
Southeasterly two hundred sixty three and 16/100 (263.16) feet; and  
Easterly two hundred thirty and 16/100 (230.16) feet by land now or formerly  
of J. Fred Boyden et al;  
Southerly by land now or formerly of the Finnish Workingmen's Association, Inc.,  
of George O. Peterson and of John Q. Peterson, four hundred twenty three  
and 44/100 (423.44) feet;  
Easterly by said John Q. Peterson land two hundred forty nine and 48/100 (249.48)  
feet;  
Southerly by Chapel Street forty and 4/100 (40.04) feet;  
Westerly two hundred forty eight and 59/100 (248.59) feet;  
Southerly one hundred eighteen and 89/100 (118.89) feet by land now or formerly  
of the Norwood Housing Association, Inc.; and  
Westerly one hundred twenty five and 47/100 (125.47) feet; and  
Southwesterly three hundred four and 46/100 (304.46) feet by land now or formerly  
of Fred M. Fisher.

All of said boundaries are determined by the Land Court to be located as shown  
on a plan drawn by Arthur E. Spencer, Surveyor, George B. Wetherbee, Jr., Surveyor,  
dated Feb. 1920, as modified and approved by said Court, filed in the Land Regis-  
tration Office as No. 7693A, a copy of a portion of which is filed in Norfolk  
Registry District with Certificate No. 5707, Vol. 29, and the above described land  
is shown thereon as Lots B, E, and F.

Said parcels E and F are subject to a right of way for all purposes as ap-  
purtenant to the land of Norwood Housing Association, Inc.

And it is further certified that said land is under the operation and provisions of Chapter 185 of the General Laws,  
and that the title of said Elks Building Corporation of Norwood

to said land is registered under said chapter, subject, however, to any of the encumbrances mentioned in Section forty-six  
of said Chapter, which may be subsisting, and subject also to as aforesaid.

Witness, CHARLES THORNTON DAVIS, Esquire, Judge of the Land Court, at Dedham, in said County of  
Norfolk, the twenty-third day of August in the year nineteen hundred and  
twenty-three, at 11 o'clock and 00 minutes in the forenoon.

Attest, with the Seal of said Court,

Charles Houghton  
Acting Assistant Recorder.

Part 3, 1927 - A new Survey Certificate  
has been issued to the same parcel of land  
and the title is now in the name of the  
Elks Building Corporation of Norwood.

Part 10, 1930 - A new Survey Certificate  
has been issued to the same parcel of land  
and the title is now in the name of the  
Elks Building Corporation of Norwood.

Address of Elks Building Corporation, Norwood, Mass.



## MEMORANDUM OF ENCUMBRANCES ON THE LAND DESCRIBED IN THIS CERTIFICATE.

DOCUMENT NUMBER	Kind	Running in Favor of	TERMS	DATE OF INSTRUMENT	DATE OF REGISTRATION	SIGNATURE OF ASSISTANT RECORDER	DISCHARGE
16311	Mortgage	Northwood Trust Co.	Condition: To pay \$1500.00 in one year with interest quarterly at 6%.	Oct 19, 1923	1923 Oct 22 11 15 AM	Charles E. Wright	Discharged by Dec. 27, 1927.
31657	Leasing	Town of Northwood	Leasing for drainage purposes for 25 years.	Apr. 25, 1928	1928 May 24 2 50 PM	Charles E. Wright	Discharged by Dec. 27, 1927.
60002	Order	Town of Northwood	Order for draining out of swampy ground.	Oct 20, 1932	1932 Oct 20 2 50 PM	Charles E. Wright	
12172	Order	Town of Northwood	Order for draining out of swampy ground.	Apr. 25, 1931	1931 Apr. 25 1 20 PM	Charles E. Wright	
27922	Mortgage	Union Sav. Bk. of Boston	\$20,000 - 6% interest	Jan. 5, 1907	1907 Jan. 30 9 25 AM	Charles E. Wright	Discharged by Dec. 28, 1914.
28115	Mortgage	Union Sav. Bk. of Boston	\$20,000 - 6% interest	Apr. 3, 1907	1907 Apr. 5 9 45 AM	Charles E. Wright	Discharged by Dec. 28, 1914.
407523	Mortgage	Northwood Co.	\$200,000 - 6% interest	Nov. 19, 1920	1920 Nov. 18 12 59 PM	Charles E. Wright	Discharged by Dec. 28, 1914.
1088138	note	Northwood Collector of Taxes	Municipal Certificate	Oct 27, 2003	2003 Dec 24 9 40 AM	William P. V. J. J. J.	
1008139	Mortgage	Eastern Bank	See Documents	Dec 23, 2003	2003 Dec 24 9 40 AM	William P. V. J. J. J.	
1008140	Assignment	Eastern Bank	See Documents	Dec 23, 2003	2003 Dec 24 9 40 AM	William P. V. J. J. J.	



# EXHIBIT C

COMMERCIAL LEASE

1. In accordance with the By-Laws governing the Elks Building Corporation of Norwood, the Board of Directors are authorized to lease the land and buildings known as 152 Winslow Avenue, Norwood, MA owned by the Elks Building Corporation of Norwood.
2. **PARTIES:** The Lease is executed by and between Elks Building Corporation of Norwood (the "Lessor") located at 152 Winslow Avenue, Norwood, MA 02062 and the Norwood Lodge of Elks No. 1124, acting through the Home Committee (the "Lessee") located 152 Winslow Avenue, Norwood, MA 02062.
3. **LEASED PREMISES:** The land and buildings known as 152 Winslow Avenue, Norwood, MA, containing approximately 13, 840 sq. ft. of space, which includes upper and lower levels, situated on approximately 8.26 acres.
4. **PURPOSE:** The Lessee shall have a right to conduct Elks Lodge meetings and other meetings for Elks purposes, operate the upstairs grille room for members and guests and the downstairs function hall, in addition to any other purpose which is legally allowed under its respective licenses. All prices for goods and services sold by the Lessee shall be at the sole discretion of the Lessee.
5. **TERM:** The term of this lease shall be for one (1) year commencing, April 1, 2010, and ending March 31, 2011. The Parties agree the Lessee has the option to renew this lease at the end of its term by giving the Lessor a thirty (30) day written notice that it intends to renew. The terms and conditions of the renewal must be mutually satisfactory to the Parties. The Parties further agree that until such time that a new lease is executed; the expiring lease shall be in full force and effort, on a month to month basis.

6. **RENT:** The Lessee shall pay to the Lessor the fixed sum of \$4,700.00 per month on the first of each month throughout the lease. All rent shall be payable without offset or reduction, unless agreed to in writing between the Parties.
7. **RESPONSIBILITIES:** The responsibilities of the Parties are identified as line items in each Parties respective fiscal year budgets (attached hereto). The Lessee shall be responsible for the cleaning, sanitation and up keep of the interior of the leased premises. The Lessee shall maintain and repair all equipment used in performance of the Lodge business overseen by the Lessee. Unless otherwise specified in this Agreement, the Lessor shall be responsible for the maintenance, repair and upkeep of the buildings, land and parking areas.
8. **INSURANCE & LIABILITY:** The Lessor shall be responsible for providing, and shall have at all times, fire and premises insurance for the land and building. The Lessor shall not be liable for any acts or omissions over which the Lessor has not control. It is agreed the Grand Lodge carries the insurance for liquor liability. The Lessee shall not allow the land or building to be used for any purpose that might violate any policy of insurance or any local, state or federal law.
9. **ASSIGNMENT / SUBLEASING:** The Lessee shall not assign nor sublease any portion of this lease without the prior written approval of the Lessor.
10. **CONDITION OF PREMISES:** The Lessee shall accept the land and premises in an "as is" condition. The Lessee shall commit no waste other than normal and reasonable wear under the lease.
11. **OTHER:** This Lease represents the entire agreement between the Parties.

This Lease shall be governed by the Law of the Commonwealth of Massachusetts.



IN WITNES WHEREOF, the Parties set their hands and seals this 22<sup>nd</sup> day of  
November, 2010

**LESSEE:**  
**BOARD OF TRUSTEES**

**CHAIRMAN**

Perry A Siegel

[Printed Name]

P. A. Siegel

[Signature]

**LESSOR:**  
**ELKS BUILDING CORPORATION**  
**OF NORWOOD**

**PRESIDENT**

Michael J. Brown

[Printed Name]

Michael J. Brown

[Signature]

**EXHIBIT D**







**EXHIBIT E**

MILLARD C. PICKERING  
Grand Exalted Ruler  
P.O. Box 1324  
SAPULPA, OK 74067-3302



A Fraternal Organization

BRYAN R. KLATT *Grand Secretary*  
2750 N. Lakeview Avenue  
CHICAGO, IL 60614-1889

BOARD OF GRAND TRUSTEES

MICHAEL F. ZELLEN  
Vice-Chairman

5 Chase Circle  
Peabody, MA 01960-3302  
(978) 538-7075 Office 535-5999 Home  
(978) 495-2729 Cell (978) 538-7077 Fax  
E-mail: [mzellen753@verizon.net](mailto:mzellen753@verizon.net)

December 4, 2013

Kevin M. Quinn, Exalted Ruler  
Norwood Lodge of Elks No. 1124  
64 Elm Street  
Norwood, MA 05062

Via e-mail – [kevin.quinn.2@bc.edu](mailto:kevin.quinn.2@bc.edu)

Re: Section 16.030

Dear Exalted Ruler Quinn,

I would like to affirm with you as a result of the December 2, 2013 regular meeting of the Norwood Lodge of Elks # 1124, the following understanding between the Officers and Members of the Lodge any myself:

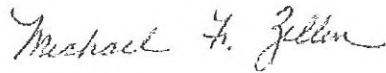
- That the Elected Officers of the lodge will call a meeting(s) to discuss the resolution of the Building Corporation of the Norwood by amending its Articles of Organization to conform to Section 16.030 of the Grand Lodge Statutes.
- That a motion will be presented to the Lodge at a regular Lodge Meeting, that the above Amended Articles of Organization be submitted to the Grand Lodge Judiciary for approval.
- That the above actions will take place within the next 60 days (January 31, 2014).
- That you will keep me abreast of the progress being made on a biweekly basis.

Provided the above agreement is adhered to, I will agree to hold off on my recommendation to our State Sponsor Leonard J. Bristol that the lodge be placed on Probation or request the appointment of a Grand Lodge Special Representative during the agreed upon 60 day period.

If my understanding of the above course of action is not the case please let me know.

Please respond that you either agree or disagree with the above understanding.

Fraternally,

A handwritten signature in cursive script that reads "Michael F. Zellen".

Michael F. Zellen  
Vice Chairman of the Board of Grand trustees  
Special Deputy Grand Exalted Ruler

CC: Bryan R. Klatt, Grand Secretary  
Francis X. Olivieri, Member of the Grand Lodge Judiciary Committee  
William J. Chemelli, PGLC, Area Special Representative, Area 1  
Perry A. Siegel, Secretary, Norwood Lodge of Elks No. 1124



<b>CIVIL ACTION COVER SHEET</b>	DOCKET NO. (S)	Trial Court of Massachusetts Superior Court Department County: <u>Norfolk</u>
PLAINTIFF(S) Elks Building Corporation of Norwood  ATTORNEY, FIRM NAME, ADDRESS AND TELEPHONE Andrew C. Oatway, Elizabeth S. Dillon, Morisi & Oatway, P.C., 730 Hancock Street, Quincy, MA 02170 617-479- 0400  Board of Bar Overseers number: 561885, 683540		DEFENDANT(S) Benevolent and Protective Order of the Elks of the United States of America  ATTORNEY (if known) States of America
Origin code and track designation		
Place an x in one box only: <div style="display: flex; justify-content: space-between;"> <div style="width: 48%;"> <input checked="" type="checkbox"/> 1. F01 Original Complaint  <input type="checkbox"/> 2. F02 Removal to Sup. Ct. C.231, s. 104              (Before trial) (F)  <input type="checkbox"/> 3. F03 Retransfer to Sup. Ct. C.231, s. 102C (X)         </div> <div style="width: 48%;"> <input type="checkbox"/> 4. F04 District Court Appeal c.231, s. 97 &amp; 104 (After trial) (X)  <input type="checkbox"/> 5. F05 Reactivated after rescript; relief from judgment/Order (Mass. R. Civ. P. 60) (X)  <input type="checkbox"/> 6. E10 Summary Process Appeal (X)         </div> </div>		
TYPE OF ACTION AND TRACK DESIGNATION (See reverse side)		
CODE NO.	TYPE OF ACTION (specify)	TRACK
D13	Declaratory Judgment	( A )
IS THIS A JURY CASE?		
( ) Yes ( X ) No		
The following is a full, itemized and detailed statement of the facts on which plaintiff relies to determine money damages. For this form, disregard double or treble damage claims; indicate single damages only.		
TORT CLAIMS		
(Attach additional sheets as necessary)		
A. Documented medical expenses to date:		
1.	Total hospital expenses.....	\$
2.	Total Doctor expenses.....	\$
3.	Total chiropractic expenses.....	\$
4.	Total physical therapy expenses.....	\$
5.	Total other expenses (describe).....	\$
Subtotal		\$ 0.00
B. Documented lost wages and compensation to date..... \$		
C. Documented property damages to date..... \$		
D. Reasonably anticipated future medical and hospital expenses..... \$		
E. Reasonably anticipated lost wages..... \$		
F. Other documented items of damages (describe)..... \$		
G. Brief description of plaintiff's injury, including nature and extent of injury (describe)..... \$		
TOTAL		\$ 0.00
CONTRACT CLAIMS		
(Attach additional sheets as necessary)		
Provide a detailed description of claim(s):		
Plaintiff is seeking injunctive relief and a declaratory judgment in connection with the defendant's attempts to wrongfully obtain and otherwise interfere with the plaintiff's use and enjoyment of its real property.		
TOTAL		\$
PLEASE IDENTIFY, BY CASE NUMBER, NAME AND COUNTY, ANY RELATED ACTION PENDING IN THE SUPERIOR COURT DEPARTMENT		
"I hereby certify that I have complied with the requirements of Rule 5 of the Supreme Judicial Court Uniform Rules on Dispute Resolution (SJC Rule 1:18) requiring that I provide my clients with information about court-connected dispute resolution services and discuss with them the advantages and disadvantages of the various methods."		
Signature of Attorney of Record <u><i>Andrew C. Oatway</i></u>		DATE: <u>1/22/14</u>



# **CIVIL ACTION COVER SHEET INSTRUCTIONS**

## **SELECT CATEGORY THAT BEST DESCRIBES YOUR CASE**

<b>CONTRACT</b>			<b>REAL PROPERTY</b>			<b>MISCELLANEOUS</b>		
A01	Services, labor and materials	(F)	C01	Land taking (eminent domain)	(F)	E02	Appeal from administrative Agency G.L. c. 30A	(X)
A02	Goods sold and delivered	(F)	C02	Zoning Appeal, G.L. c. 40A	(F)	E03	Action against Commonwealth Municipality, G.L. c. 25B	(A)
A03	Commercial Paper	(F)	C03	Dispute concerning title	(F)	E05	All Arbitration	(X)
A08	Sale or lease of real estate	(F)	C04	Foreclosure of mortgage	(X)	E07	c. 112, s. 12S (Mary Moe)	(X)
A12	Construction Dispute	(A)	C05	Condominium lien and charges	(X)	E08	Appointment of Receiver	(X)
A99	Other (Specify)	(F)	C99	Other (Specify)	(F)	E09	General contractor bond, G.L. c. 149, s. 29, 29a	(A)
<b>TORT</b>			<b>EQUITABLE REMEDIES</b>			E11	Workman's Compensation	(X)
B03	Motor Vehicle negligence-personal injury/property damage	(F)	D01	Specific performance of contract	(A)	E14	Chapter 123A Petition-SDP	(X)
B04	Other negligence-personal injury/property damage	(F)	D02	Reach and Apply	(F)	E15	Abuse Petition, G.L. c. 209A	(X)
B05	Products Liability	(A)	D05	Contribution or Indemnification	(F)	E16	Auto Surcharge Appeal	(X)
B06	Malpractice-medical	(A)	D07	Imposition of Trust	(A)	E17	Civil Rights Act, G.L. c. 12, s. 11H	(A)
B07	Malpractice-other (Specify)	(A)	D08	Minority Stockholder's Suit	(A)	E18	Foreign Discovery proceeding	(X)
B08	Wrongful death, G. L. c. 229, s. 2A	(A)	D10	Accounting	(A)	E96	Prisoner Cases	(F)
B15	Defamation (Libel-Slander)	(A)	D12	Dissolution of Partnership	(F)	E97	Prisoner Habeas Corpus	(X)
B19	Asbestos	(A)	D13	Declaratory Judgment G.L. c. 231A	(A)	E99	Other (Specify)	(X)
B20	Personal Injury-Slip & Fall	(F)	D99	Other - (Specify)	(F)			
B21	Environmental	(A)						
B22	Employment Discrimination	(F)						
B99	Other (Specify)	(F)						

## **TRANSFER YOUR SELECTION TO THE FACE SHEET.**

### **EXAMPLE:**

CODE NO.	TYPE OF ACTION (SPECIFY)	TRACK	IS THIS A JURY CASE?
B03	Motor Vehicle Negligence-Personal Injury	(F)	<input type="checkbox"/> Yes <input type="checkbox"/> No

## **SUPERIOR COURT RULE 29**

**DUTY OF THE PLAINTIFF.** The plaintiff or his/her counsel shall set forth, on the face sheet (or attach additional sheets as necessary), a statement specifying in full and itemized detail the facts upon which the plaintiff then relies as constituting money damages. A copy of such civil action cover sheet, including the statement as to the damages, shall be served on the defendant together with the complaint. If a statement of money damages, where appropriate is not filed, the Clerk-Magistrate shall transfer the action as provided in Rule 29(5)(C).

**DUTY OF THE DEFENDANT.** Should the defendant believe the statement of damages filed by the plaintiff in any respect inadequate, he or his counsel may file with the answer a statement specifying in reasonable detail the potential damages which may result should the plaintiff prevail. Such statement, if any, shall be served with the answer.

**A CIVIL ACTION COVER SHEET MUST BE FILED WITH EACH COMPLAINT, BUFF COLOR PAPER.**

**FAILURE TO COMPLETE THIS COVER SHEET THOROUGHLY AND ACCURATELY  
MAY RESULT IN DISMISSAL OF THIS ACTION.**